

Exhibit B  
To Registration Statement  
Pursuant to the Foreign Agents Registration Act of 1938, as amended

**INSTRUCTIONS:** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

**Privacy Act Statement.** Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Cleary, Gottlieb, Steen & Hamilton	2. Registration No. 508
3. Name of Foreign Principal Ministry of Finance of the Republic of Iraq	

Check Appropriate Boxes:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

The above indicated agreement will be performed by our furnishing legal services as may be requested by the foreign principal from time to time. This may include assisting or representing the foreign principal at meetings or in communication with U.S. Government officials.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

See answer to question 7.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

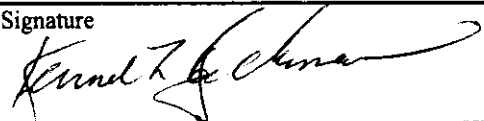
If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

See answer to question 7.

Date of Exhibit B  
October 25, 2004

Name and Title  
Kenneth L. Bachman, Partner

Signature



Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

July 1, 2004

## **GENERAL PROVISIONS**

The following provisions will apply to the relationship between Cleary, Gottlieb, Steen & Hamilton (the "Firm") and the Republic of Iraq, acting through its Ministry of Finance (the "Client"), as a client of the Firm:

### **Representation**

1. The Firm will provide professional services to the Client in connection with such matters affecting the Client's management of its external debt as may be referred to the Firm from time to time. In providing these services, the Firm will be guided by the American Bar Association's Model Rules of Professional Conduct and the New York State Bar Association's Code of Professional Responsibility.
2. It is anticipated that Lee C. Buchheit will be the partner in charge of the Firm's representation of the Client. Mr. Buchheit will be joined by one or more partners or associates of the Firm, as needed, including Mark A. Walker and Andrés de la Cruz.
3. The Client shall have the right at any time to terminate the Firm's services and representation upon written notice to the Firm. Such termination shall not, however, relieve the Client of the obligation to pay for all services rendered and costs and expenses paid or incurred on its behalf prior to the date of such termination.
4. The Firm reserves the right to withdraw from this representation if the Client fails to honor the terms of these General Provisions or if any fact or circumstance arises that would, in the Firm's view, render its continuing representation unlawful or unethical. If the Firm elects to withdraw, written notice of such election shall be given to the Client and the Client will take all steps necessary to free the Firm of any obligation to render further services hereunder, including the execution of any documents necessary to complete such withdrawal. Under these circumstances, the Firm will be entitled to be paid for all services rendered and costs and expenses paid or incurred on the Client's behalf to the date of withdrawal.

## **Billing Matters**

5. Fees for services rendered to the Client will be based on the time spent on the work and will be billed at the Firm's normal hourly rates for the personnel involved (it being agreed that no adjustment to these rates will occur prior to six months from the date hereof).

6. Fees and expenses will be billed to the Client at quarterly intervals and such bills will be payable 30 days after presentation by drawings under the Letter of Credit referred to in Paragraph 10 below. Each bill will include a summary description of the services performed during the period covered by the bill. Bills rendered to the Client will be substantially in the form attached hereto as Schedule A.

7. Each of the Firm's bills will also include the following information (i) the total number of hours logged by partners and special counsel of the Firm on the project for the period concerned, (ii) the total number of hours logged by associates of the Firm for the period concerned, (iii) the total number of hours logged by paralegals of the Firm for the period concerned, and (iv) average hourly rates for partners/special counsel, for associates and for paralegals.

8. The Firm does not invoice clients for the time spent by members of its clerical staff, or for most sorts of operating overhead expenses, since these expenses are included in the Firm's fees for legal and paralegal staff. The Firm does, however, invoice clients for production of documents (including photocopying and word processing), as well as reimbursement of travel, telecommunications, delivery charges and other out-of-pocket expenses and extraordinary overhead expenses that it may incur in connection with work for a particular client. These costs and expenses will be listed by category on each bill.

9. No withholding tax or similar charge or levy will be imposed by the Client on amounts payable to the Firm in respect of the services described herein. If any such tax, charge or levy is required to be deducted from any amount payable to the Firm, the Client will pay such amount on the Firm's behalf to the relevant taxing authority and shall increase the amount paid to the Firm as necessary such that the Firm will receive the full amount it would have been entitled to receive absent such a deduction.

## **Letter of Credit**

10. Within 30 days of the signing by the Client of these General Provisions, the Client shall arrange for an irrevocable commercial letter of credit to be issued by an internationally recognized bank (with an office in New York City) with the Firm named as the beneficiary (including any successor letter of credit, the "Letter of Credit"). The aggregate amount drawable under the initial Letter of Credit shall be U.S.\$2.5 million. The Letter of Credit shall expire not earlier than 360 days after its issue date. Partial drawings shall be permitted at the offices of the issuing bank in New York City. Each drawing under the Letter of Credit must be accompanied by the following written certification, addressed to the issuing bank and signed by a partner of the Firm:

We refer to your commercial Letter of Credit number \_\_\_\_\_ issued in our favor on \_\_\_\_\_, 2004 (the "Credit").

The amount of U.S.\$\_\_\_\_\_ (the "Drawable Amount") is currently due to us from the Republic of Iraq pursuant to the General Provisions dated July 1, 2004 executed by ourselves and the Ministry of Finance of Iraq. An invoice for the Drawable Amount was submitted to the Ministry of Finance of Iraq in the manner called for by the General Provisions not less than 30 days prior to the date of this certificate.

We hereby draw an amount equal to the Drawable Amount under the Letter of Credit. Kindly wire transfer this amount to our account [give account details].

We confirm that the Drawable Amount, when added to all other amounts previously drawn under the Letter of Credit, does not exceed the maximum amount drawable under the Letter of Credit.

11. In the event that the Firm's aggregate charges for services rendered under these General Provisions reaches U.S.\$2 million, the Client shall arrange for the Letter of Credit to be renewed or amended to permit drawings in excess of the original \$2.5 million amount up to a level to be agreed between the Client and the Firm at that time.

12. In the event that the Firm is still providing services to the Client at the time the Letter of Credit expires, the Client shall arrange for the Letter of Credit to be amended or renewed for an additional period of 360 days from its originally scheduled expiration date.

### **Conflicts**

13. The Client agrees that the Firm's representation of the Client under these General Provisions will not preclude the Firm in the future from accepting the representation of any other present or future client in any matter, including litigation, even though the interest of the Firm's other client in such matter may be directly or indirectly in conflict with or otherwise be adverse to those of the Client or one of its affiliates; provided that the Firm's representation of such other client (a) does not bear a substantial relationship to the services the Firm is now providing or in the future may provide to the Client, and (b) will not have an adverse effect on the exercise by the Firm of its independent professional judgment on the Client's behalf.

### **Miscellaneous**

14. All notices hereunder shall be given in writing and sent by fax (confirmed by airmail), or by overnight courier service, addressed (i) in the case of notices to the Client, to the Minister of Finance, Republic of Iraq; Palestine Street; Baghdad, Iraq and (ii) in the case of notices to the Firm, to Lee C. Buchheit c/o Cleary, Gottlieb, Steen & Hamilton, One Liberty Plaza, New York, New York 10006, fax: 212-225-3999.

15. Any modifications or amendments to these General Provisions must be set out in writing and consented to in writing by both the Firm and the Client.

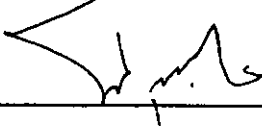
16. Information regarding matters affecting the external debt of Iraq to which the Firm may be given access pursuant to this engagement shall be treated by the Firm and its personnel as confidential.

17. These General Provisions shall be governed by the laws of the State of New York.

CLEARY, GOTTlieb, STEEN & HAMILTON

  
By: Lee C. Buchheit, a Partner of the Firm

REPUBLIC OF IRAQ, acting through its Ministry of Finance

  
By: \_\_\_\_\_

Title: Adil A. Mahdi

2011 OCT 25 14:11:14  
COMPTON INFORMATION UNIT

Schedule A: Form of Quarterly Statement

**Form of CGS&H's Quarterly Statement**

[Date]

Republic of Iraq  
c/o Ministry of Finance  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

FOR PROFESSIONAL SERVICES rendered by Cleary, Gottlieb, Steen & Hamilton to the Republic of Iraq during the period through \_\_\_\_\_, 200\_, including principally the following activities:

[insert summary description of services performed]

\$

ANCILLARY CHARGES\*

Production of Documents     \$  
Delivery Charges  
Telecommunication Charges  
Conference Expenses  
Overtime Stenography  
Travel Expense  
Computer Research Charges \_\_\_\_\_

\$

TOTAL     U.S. \$

The total number of hours logged by partners and counsel of the Firm on this matter during the period covered by this bill was \_\_\_ hours at an average per hour rate of \$\_\_\_; the total number of hours logged by associates was \_\_\_ hours at an average hourly rate of \$\_\_\_; and the total number of hours logged by paralegals was \_\_\_ hours at an average hourly rate of \$\_\_\_.

\_\_\_\_\_  
Include as appropriate.

2004 OCT 25 AM 11:14  
CGS/HQS/REVISION UNIT



### Addendum

The following is an addendum to the representation agreement entered into between Cleary, Gottlieb, Steen & Hamilton (the "Firm") and the Republic of Iraq, acting through its Ministry of Finance (the "Client"), as a client of the Firm. These provisions are in addition to the July 1, 2004 General Provisions of the representation agreement. However, to the extent that any of these provisions are in conflict with the General Provisions of the representation agreement, the provisions of this addendum shall take precedence.

**Fees and expenses.** Fees and expenses will be billed to the Client at monthly intervals and such bills will be payable 30 days after presentation by drawings under the Letter of Credit referred to in paragraph 10 of the representation agreement. Each bill will include a summary description of the services performed during the period covered by the bill.

**Bills & Notices.** Bills rendered to the client, and any notices owed to the client under this representation agreement, shall be sent via DHL / FedEx or other international delivery service to:

Mr. Azez Jaffar Hassan  
Deputy Minister, Ministry of Finance  
Republic of Iraq  
Street #14, Mahalla #522  
Hay Al-Mustanseria  
Baghdad, Iraq

A copy of all notices or billings should also be sent via e-mail to Mr. Azez Hassan Jaffar at e-mail address: [azezjh2004@yahoo.com](mailto:azezjh2004@yahoo.com).

**Dispute Resolution Procedures.** The parties shall attempt to resolve disputes related to this agreement through negotiation. In the event that a dispute cannot be resolved through the normal negotiation process, the aggrieved party shall notify the other party in writing of the relevant facts, identifying any unresolved issues, and specifying the remedy sought. The other party shall then, within 30 days of receiving such notice, submit a formal written position on the matters in dispute. The Firm and the Client shall then each appoint one person to review the matters in dispute. Those individuals will have 30 days from submission of the dispute for review to reach a joint decision. Any such joint decision shall be binding on the parties. If no joint decision can be reached, then the parties may pursue any method of Alternative Dispute Resolution that is mutually agreeable to both parties on a case-by-case basis. If the parties cannot agree to an Alternative Dispute Resolution method, then either party may pursue any remedy available to them under applicable law. For purposes of the preceding sentence, the Client waives any sovereign immunity from court jurisdiction to which it might otherwise be entitled.

**Clauses Incorporated by Reference.** The following clauses from CPA Memorandum 4, Appendix B, dated 19 August 2003, are incorporated by reference, and shall have the same force and effect as if they were given in full text:

- 15 Changes
- 27 Immunities
- 29 Contractor's Responsibility for Employees
- 30 Subcontracting
- 33 Use of Names and Symbols (it being understood that the Firm's engagement by the Client has been publicly announced by the Client)
- 37 Conflicts of Interest
- 39 Other Compliances

CLEARY, GOTTlieb, STEEN & HAMILTON

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By: Lee C. Buchheit, a Partner of the Firm

REPUBLIC OF IRAQ, acting through its Ministry of Finance

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By:

Title: